

**CITY OF BRIGHTON, COLORADO
REGULAR SESSION
JANUARY 21, 2014
7:00 P.M.**

***THERE IS A 5-MINUTE
LIMIT TO ADDRESS
COUNCIL.**

**MAYOR
MAYOR PRO-TEM

COUNCIL MEMBERS**

- **RICHARD N. MCLEAN**
- **KIRBY WALLIN**
- **LYNN BACA**
- **REX BELL**
- **J.W. EDWARDS**
- **MARK HUMBERT**
- **JOAN KNISS**
- **KEN KREUTZER**
- **CYNTHIA A. MARTINEZ**

1. CALL TO ORDER

- A. Pledge of Allegiance to the American Flag.
- B. Roll Call.

2. CONSENT AGENDA

- A. Approval of the January 7, 2014 Outgoing City Council Minutes.
- B. Approval of the January 7, 2014 Incoming City Council Minutes.

3. APPROVAL OF REGULAR AGENDA (Council may take a short break between 8:30–9:00 p.m.)

4. CEREMONIES

- A. Festival of Lights Recognition.
- B. Introduction of New Employees by Human Resources Director Karen Borkowski Surine.
- C. A Resolution of the City Council of the City of Brighton, Colorado, Appointing Official Representatives and Alternates of the City Council to Certain Boards and Commissions.
- D. Swear in Councilmembers on Boards and Commissions.

5. PUBLIC INVITED TO BE HEARD ON MATTERS NOT ON THE AGENDA (Speakers limited to five minutes)

6. PUBLIC HEARINGS

7. ORDINANCES FOR FINAL CONSIDERATION

8. RESOLUTIONS

- A. A Resolution of the City Council of the City of Brighton, Colorado, Authorizing the Signing of a Mini-Grant Agreement with Great Outdoors Colorado (“GOCO”), in the Amount not to Exceed Thirty-Three Thousand Dollars (\$33,000.00), for the Benedict Park Skate Spot; and Authorizing the City Manager to Sign and Execute the Grant Agreement.

- B. A Resolution of the City Council of the City of Brighton, Colorado, Accepting the Bid of Colorado Designscares, Inc. and Awarding the Contract for the Benedict Park Skate Spot, Bid #13-017, in an Amount not to exceed One Hundred Thousand Sixty Five Dollars (\$100,065.00), and Authorizing the Mayor to Sign the Contract on Behalf of the City and the City Clerk to Attest Thereto.
- C. A Resolution of the City Council of the City of Brighton, Colorado, Authorizing the Submittal of an Open Space Mini-Grant Application to Adams County Open Space in the Amount not to exceed Five Thousand Dollars (\$5,000.00), for the “Veterans Memorial at Veterans Park” Project; and Authorizing the City Manager to Sign the Grant Application.
- D. A Resolution of the City Council of the City of Brighton, Colorado Authorizing the Submittal of an Open Space Passive Grant Application to Adams County Open Space in the Amount not to exceed Four Hundred Seventeen Thousand Three Hundred Dollars (\$417,300.00) for the Bromley-Hishinuma Historic Farm Landscape Project; and Authorizing the City Manager to Sign the Grant Application.
- E. A Resolution of the City Council of the City of Brighton, Colorado, Authorizing the Submittal of an Open Space Passive Grant Application to Adams County Open Space in the Amount not to exceed Two Hundred Four Thousand Dollars (\$204,000.00), for the Pleasant Plains Schoolhouse Property Acquisition; and Authorizing the City Manager to Sign the Grant Application.

9. UTILITIES BUSINESS ITEMS

Resolutions

- A. A Resolution of the City Council of the City of Brighton, Colorado Approving an Intergovernmental Agreement Between the City of Brighton and Tri-County Health Department for the Household Hazardous Waste Program, Authorizing the City’s Contribution Under the Intergovernmental Agreement in an Amount not to exceed \$12,000, and Authorizing the City Manager to Execute said Intergovernmental Agreement on Behalf of the City.

10. GENERAL BUSINESS

- A. State of the City, January 23, 2013 at 7:00 p.m. at the Armory.

11. REPORTS

- A. By the Mayor
- B. By Department Heads
- C. By the City Attorney
- D. By the City Manager

12. REPORTS BY COUNCIL ON BOARDS & COMMISSIONS

13. EXECUTIVE SESSION

14. ADJOURNMENT

City Council Agenda Item 2A

**MINUTES OF THE REGULAR MEETING OF THE OUTGOING CITY
COUNCIL FOR THE CITY OF BRIGHTON, COUNTY OF ADAMS,
STATE OF COLORADO, HELD ON JANUARY 7, 2014.**

1. CALL TO ORDER

Mayor McLean called the meeting to order at 7:02 p.m.

A. Pledge of Allegiance to the American Flag.

Chief Justice C. Vincent Phelps led the recitation of the Pledge of Allegiance to the American Flag.

B. Roll Call.

Council present: Mayor McLean, Mayor Pro Tem Scott, Councilmembers Baca, Bell, Edwards, Martinez, Maslanik, Rose and Wallin.

2. CONSENT AGENDA

- A. Approval of the October 15, 2013 City Council Minutes.**
- B. Approval of the November 5, 2013 City Council Minutes.**
- C. Approval of the November 7, 2013 City Council Minutes.**
- D. Approval of the November 19, 2013 City Council Minutes.**
- E. Approval of the December 3, 2013 City Council Minutes.**
- F. Approval of the December 17, 2013 City Council Minutes.**

City Clerk Natalie Hoel read the Consent Agenda into the record.

Motion by Councilmember Maslanik to approve the Consent Agenda as presented, **second by Councilmember Rose.**

Voting aye: All present.

3. APPROVAL OF REGULAR AGENDA (Council will take a short break between 8:30–9:00 p.m.)

Motion by Councilmember Martinez to approve the Regular Agenda as presented, **second by Councilmember Baca.**

Voting aye: All present.

4. CEREMONIES

A. Comments by Mayor and City Council Members.

Mayor McLean, Councilmembers Baca, Martinez, Wallin, Bell and Edwards spoke about each of the outgoing City Council Members.

Mayor McLean presented a gift and plaque to **Mayor Pro Tem Scott, Councilmember Maslanik** and **Councilmember Rose** with a list of their accomplishments and the Boards they served on.

B. Comments by Outgoing City Council Members.

Outgoing City Councilmembers Chris Maslanik, Wilma Rose and Mayor Pro Tem Wayne Scott spoke about their time on Council, the relationships they have made and thanked the citizens of Brighton and their families for their support.

C. Presentation by School District 27J.

Dr. Chris Fiedler, Superintendent of School District 27J presented a plaque to the outgoing Councilmembers **Chris Maslanik, Wilma Rose** and **Mayor Pro Tem Wayne Scott** and thanked them for their support of the School District and its students.

5. PUBLIC INVITED TO BE HEARD ON MATTERS NOT ON THE AGENDA (Speakers limited to five minutes)

Jodie Carson, 11305 Paris Street, Henderson, Colorado. Ms. Carson expressed her appreciation for the Outgoing City Council Members and welcomed the newly elected City Council Members. Ms. Carson thanked her brother Mayor Pro Tem Wayne Scott for all of his inspiration and support.

6. ADJOURNMENT

Motion by Councilmember Rose, second by Councilmember Martinez to adjourn at 8:13 p.m.

Voting aye: All present.

CITY OF BRIGHTON, COLORADO

By: _____
Richard N. McLean, Mayor

ATTEST:

Natalie Hoel, City Clerk

Approval Date

**City Council
Agenda Item
2B**

**MINUTES OF THE REGULAR MEETING OF THE INCOMING CITY
COUNCIL FOR THE CITY OF BRIGHTON, COUNTY OF ADAMS,
STATE OF COLORADO, HELD ON JANUARY 7, 2014.**

1. CALL TO ORDER

Mayor McLean called the meeting to order at 8:19 p.m.

2. SWEARING IN OF MAYOR AND NEW COUNCIL MEMBERS

A. Swearing in Ceremony by Judge C. Vincent Phelps.

District Court Judge C. Vincent Phelps administered the oath of office to Mayor Richard N. McLean and Councilmembers Joan Kniss, Rex Bell, Ken Kreutzer, and Mark Humbert

3. ROLL CALL

Council present: Mayor McLean, Councilmembers Baca, Bell, Edwards, Humbert, Kniss, Kreutzer, Martinez, and Wallin.

4. APPROVAL OF REGULAR AGENDA

Motion by Councilmember Martinez to approve the Regular Agenda as presented, **second by Councilmember Humbert.**

Voting aye: All present.

5. CEREMONIES

A. Comments by Mayor and New City Council Members.

Mayor McLean welcomed the new Councilmembers and thanked them all for their willingness to serve their community.

Councilmembers Kniss, Kreutzer and Humbert introduced their families and thanked the people who helped with their election campaigns, and expressed their eagerness to start their service on the City Council.

6. GENERAL BUSINESS

A. Reorganization of City Council (Selection of New Mayor Pro Tem).

City Attorney Margaret Brubaker read from the City Council Rules of Procedure Governing Meetings, Rule 5 (C):

“the mayor pro tem shall be elected at the first meeting following each biennial election. Prior to voting for the mayor pro tem, the mayor shall poll the council members to inquire if they are willing to serve as mayor pro tem. The mayor shall nominate each councilmember who has expressed interest in serving as mayor pro tem, and each councilmember shall vote for one nominated candidate by written ballot. The city clerk and city attorney shall tally the votes and inform the mayor of the results. Until one person has received a majority vote of all council members in office (five votes), successive ballots shall be taken. The names of candidates receiving one vote or no votes shall

be eliminated from consideration on each successive ballot. The mayor shall announce the winner immediately following each vote.”

Mayor McLean asked each Councilmember if he or she was interested in serving as Mayor Pro Tem and **Councilmembers Wallin** and **Edwards** expressed an interest. **City Clerk Natalie Hoel** distributed paper ballots to all Councilmembers.

City Attorney Margaret Brubaker and **City Clerk Natalie Hoel** collected the ballots, tallied the votes and reported the results to Mayor McLean.

Mayor McLean announced that **Councilmember Wallin** will serve as Mayor Pro Tem.

City Clerk Natalie Hoel swore in **Councilmember Wallin** as **Mayor Pro Tem**.

7. PUBLIC INVITED TO BE HEARD ON MATTERS NOT ON THE AGENDA (Speakers limited to five minutes)

There was no comment under this portion of the Agenda.

8. REPORTS

A. By the Mayor – **Mayor McLean** handed out the City Council Boards and Commissions List.

B. By Department Heads – No report.

C. By the City Attorney – No report.

D. By the City Manager – **City Manager Esquibel** reported that Adams County will have a Town Hall Meeting on Thursday at the Armory at 6:30 p.m.

9. ADJOURNMENT

Motion by Councilmember Martinez, second by Councilmember Baca to adjourn at 8:56 p.m.

Voting aye: All present.

CITY OF BRIGHTON, COLORADO

By: _____
Richard N. McLean, Mayor

ATTEST:

Natalie Hoel, City Clerk

Approval Date

**City Council
Agenda Item
4C**

Office of the City Clerk

STAFF REPORT

Reference: **Appointing City Council Members to Boards and Commissions**

To: **Mayor Richard N. McLean and Members of City Council**
Through: **Manuel Esquibel, City Manager**

Prepared By: **Natalie Hoel, City Clerk**

Date Prepared: **January 15, 2014**

To appoint representatives and alternates of City Council to various Boards and Commissions.

Attached is the proposed Resolution.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRIGHTON, COLORADO,
APPOINTING OFFICIAL REPRESENTATIVES AND ALTERNATES OF THE CITY
COUNCIL TO CERTAIN BOARDS AND COMMISSIONS.**

Resolution No. _____

WHEREAS, Board and Commissions play a vital role in City Government; and

WHEREAS, the Mayor of the City of Brighton is responsible for appointments each year of Councilmembers to Boards and Commissions; and

WHEREAS, Section 2-8-30(b) of the Municipal Code states that “Each member of any such board or commission shall take an oath of office to support the Constitution of the United States and the Constitution of the State and to faithfully perform his or her duties as a member of such board or commission prior to assuming his or her duties on such board or commission”; and

WHEREAS, the appointment period will be effective for one year, or until such time as a change of appointment is necessary.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRIGHTON, COLORADO, COUNCILMEMBERS ARE APPOINTED TO THE FOLLOWING BOARDS AND COMMISSIONS FOR CALENDAR YEAR 2014 AS FOLLOWS:

Adams County Blue Ribbon Commission

Richard N. McLean

Adams County Economic Development Board

Richard N. McLean
Mark Humbert – Alternate

Adams County Water Quality Association

Rex Bell

Airport Coordinating Committee

J.W. Edwards
Richard N. McLean – Alternate

Brighton Economic Development Corporation Board

Richard N. McLean
J.W. Edwards – Alternate

Brighton Legacy Foundation

Joan Kniss

Capital Facility Fee Foundation

Joan Kniss
Cynthia A. Martinez – Alternate

CML Policy Board

Rex Bell

Cultural Arts Commission

Rex Bell

Downtown Partnership Committee

Ken Kreutzer

Mark Humbert – Alternate

DRCOG

Lynn Baca

Cynthia A. Martinez – Alternate

E-470 Board

Richard N. McLean

Kirby Wallin – Alternate

Fire District Liaison

Lynn Baca

Cynthia A. Martinez – Alternate

Highway 85 Coalition

Rex Bell

Historic Preservation Commission

Ken Kreutzer

Kirby Wallin – Alternate

Housing Authority Board

Rex Bell

Cynthia A. Martinez – Alternate

LINK

Cynthia A. Martinez

Lochbuie Sewer Board

Richard N. McLean

Kirby Wallin

J.W. Edwards – Alternate

Lodging Tax Committee

Ken Kreutzer

NATA

Lynn Baca

Parks and Recreation Advisory Board

Ken Kreutzer
Mark Humbert – Alternate

Senior Advisory Board

J.W. Edwards

Urban Renewal Authority

Mark Humbert

Weld County Mayors “Bullseye” Committee

Richard N. McLean
Kirby Wallin – Alternate

Youth Commission

Kirby Wallin
Cynthia A. Martinez – Alternate

ADOPTED this 21st day of January, 2014.

CITY OF BRIGHTON, COLORADO

Richard N. McLean, Mayor

ATTEST:

Natalie Hoel, City Clerk

APPROVED AS TO FORM:

Margaret R. Brubaker, City Attorney

City Council Agenda Item 8A

Department of Parks and Recreation

Reference: *Resolution Authorizing the Signing of a Grant Agreement with Great Outdoors Colorado (GOCO) for Mini-Grant Funding in the Amount Not to Exceed \$33,000.00 for the Benedict Park Skate Spot and to authorize the City Manager to Sign and Execute the Grant Agreement.*

To: Mayor Richard N. McLean and Members of City Council
Through: Manuel Esquibel, City Manager

☐ Attorney Reviewed: _____ ☐ Regular Council Agenda Date: _____
☐ Finance Reviewed: _____ ☐ Resolution / Ordinance # _____
☐ Publication Dates: _____

Prepared By: Gary Wardle, Director of Parks and Recreation; and
Mark Heidt, Assistant Director of Parks and Recreation

Date Prepared: January 11, 2014

PURPOSE

A Resolution authorizing the City of Brighton to enter into a Grant Agreement with Great Outdoors Colorado ("GOCO"), for mini-grant funding in the amount not to exceed \$33,000.00 for the Benedict Park Skate Spot, and authorizing the City Manager to sign and execute the Grant Agreement.

BACKGROUND

The Parks and Recreation Department submitted the "Benedict Park Skate Spot" grant application to GOCO. The Brighton City Council approved of the grant application submittal in February 2013.

The Parks and Recreation Department Staff received notification of grant funding from GOCO for the Benedict Park Skate Spot construction project. The site of the Skate Spot within Benedict Park is located adjacent and northeast of the Southeast Elementary School where the previously removed skating ramp was located.

The total cost for developing the Benedict Park Skate Spot is estimated to be \$60,000.00. The GOCO Grant Agreement is necessary to proceed with the Skate Spot project and to receive the \$33,000.00 from GOCO. The GOCO grant funding of \$33,000.00 is 55.0% of the total project. The City of Brighton will provide \$27,000.00 (45.0% of the total project) in a cash match. The City cash match funding comes from the 2014 Recreation Capital Project fund. The project will be constructed in spring/early summer 2014.

The City Attorney has reviewed as to form the Grant Agreement and confirms that it is GOCO's standard agreement and that the terms are reasonable. The attached Resolution allows the City of Brighton, through the City Council, to enter into the Agreement with GOCO and to allow the City Manager to sign and execute the Grant Agreement.

FINANCIAL IMPACT

Signing the GOCO Grant Agreement will allow for the City of Brighton to receive an amount not to exceed \$33,000.00 in grant funding for the Benedict Park Skate Spot estimated to cost \$60,000.00.

OPTIONS FOR COUNCIL CONSIDERATION

- Approve the Resolution, or
- Deny the Resolution.

STAFF RECOMMENDATION

It is recommended that City Council approve the Resolution authorizing the City of Brighton to enter into a Grant Agreement with Great Outdoors Colorado (“GOCO”), for grant funding in the amount not to exceed \$33,000.00 for the Benedict Park Skate Spot, and authorizing the City Manager to sign and execute the Grant Agreement.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRIGHTON, COLORADO, AUTHORIZING THE SIGNING OF A MINI-GRANT AGREEMENT WITH GREAT OUTDOORS COLORADO (“GOCO”), IN THE AMOUNT NOT TO EXCEED THIRTY-THREE THOUSAND DOLLARS (\$33,000.00), FOR THE BENEDICT PARK SKATE SPOT; AND AUTHORIZING THE CITY MANAGER TO SIGN AND EXECUTE THE GRANT AGREEMENT.

RESOLUTION NO. _____

WHEREAS, the City Council of the City of Brighton determines that it was appropriate for the City to apply for a Great Outdoors Colorado (“GOCO”) Mini-Grant, for the construction project entitled, “Benedict Park Skate Spot” (the “Project”) for \$33,000.00; and

WHEREAS, the City of Brighton supports the completion of said Project; and

WHEREAS, the City of Brighton has received a grant for \$33,000.00 from GOCO to fund the Project, subject to the execution of a Grant Agreement; and

WHEREAS, the City of Brighton City Council believes that it is reasonable and proper for the City to enter into a written agreement with GOCO for the budgeting, allocation and contribution of funds to the Project in the amounts contemplated herein; and

WHEREAS, the City Council finds and determines that said Grant Agreement is necessary and proper in order to proceed with the Project, and that it is in the best interests of the City to approve entering into such an Agreement for the GOCO grant funding; and

WHEREAS, the City Council authorizes the City Manager to sign and execute the Grant Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRIGHTON, AS FOLLOWS:

1. The City Council of the City of Brighton hereby approves the Grant Agreement with Great Outdoors Colorado (GOCO) for an amount not to exceed \$33,000.00 in grant funding for the entitled, “Benedict Park Skate Spot”, and authorizes the City Manager to sign and execute the Agreement on behalf of the City.
2. The City Council hereby authorizes the expenditure of budgeted funds as necessary to meet the terms and obligations of the Grant Agreement and Application.
3. This Resolution to be in full force and effect from and after its passage and approval.

RESOLVED, 21st day of January 2014.

CITY OF BRIGHTON, COLORADO

ATTEST:

By: _____
Richard N. McLean, Mayor

Natalie Hoel, City Clerk

APPROVED AS TO FORM:

Margaret R. Brubaker, Esq.
City Attorney

**City Council
Agenda Item
8B**

Department of Parks and Recreation

Reference: A Resolution approving a Contract to construct the Benedict Park Skate Spot

To: Mayor Richard N. McLean and Members of City Council
Through: Manuel Esquibel, City Manager

☐ Attorney Reviewed: _____ ☐ Regular Council Agenda Date: _____
☐ Finance Reviewed: _____ ☐ Resolution / Ordinance # _____
☐ Publication Dates: _____

Prepared By: Gary Wardle, Director of Parks and Recreation
Sharon L. Williams, Procurement & Contracts Manager

Date Prepared: January 14, 2014

PURPOSE

Approval of a Resolution approving the contract with Colorado DesignScapes, Inc. in an amount not to exceed \$100,065.00 to construct the Skate Spot in Benedict Park.

BACKGROUND

In May of 2013 the City formally bid (bid #13-017) the construction of the Benedict Park Phase I Improvements. The bid included the construction of the Splash Pad, Landscaping of the Splash Pad, and the construction and landscaping of the Skate Spot. The bid award in 2013 included only the construction and landscaping of the Splash Pad. The City was not able to approve the skate spot as the approval of the GOCO Mini-Grant for the Skate Spot had not been approved. Colorado DesignScapes is the low bid for the construction of the Benedict Park Phase I Improvements.

The City now has the GOCO Mini-Grant approved and the funds are budgeted in the 2014 Recreation Capital Budget to construct the Benedict Park Skate Spot. The Mini-Grant for the Skate Spot only allows a total project cost of \$60,000.00. To complete the Skate Spot for the allowed project cost the design was value engineered to bring the final cost for the Skate Spot concrete to \$58,900.00. In the original bid from Colorado DesignScapes for the Skate Spot the cost for the concrete is \$63,750.00. Value engineering also eliminated two minor skate events along with few of the seating boulders. The additional \$1,100.00 is to have the Mile High Youth Corp complete plant the landscape material services. An additional \$41,165.00 will be awarded to Colorado DesignScapes to complete the landscaping around the Skate Spot which was included in the original bid. This work is not included in the grant.

The work will be added to the current contract with Colorado DesignScapes to complete the construction of the Splash Pad. The project including the Splash Pad and the Skate Spot will be complete by early summer of 2014.

FINANCIAL IMPACT

Expenditure of \$101,165.00 is budgeted in the 2014 Recreation Capital Fund. From this budget amount Colorado DesignScapes bid award is One Hundred Thousand Sixty Five Dollars (\$100,065.00). Included in this budget amount is One Thousand One Hundred Dollars (\$1,100.00) for the Mile High Youth Corp to complete plant the landscape material services.

OPTIONS FOR COUNCIL CONSIDERATION

- 1) Approve the Resolution
- 2) Not approve Resolution

STAFF RECOMMENDATION

The recommendation is to award to the lowest most responsive and responsible bid of Colorado DesignScapes, Inc, in the amount of One Hundred Thousand Sixty Five Dollars (\$100,065.00).

Colorado DesignScapes, Inc. is in good standing with the State of Colorado.

Attachments:

- Resolution
- Skate Spot Construction Cost-Grant Funding Report
- Bid Abstract

RESOLUTION

RESOLUTION NUMBER: _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRIGHTON, COLORADO, ACCEPTING THE BID OF COLORADO DESIGNSCAPES, INC. AND AWARDING THE CONTRACT FOR THE BENEDICT PARK SKATE SPOT, BID #13-017, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THOUSAND SIXTY FIVE DOLLARS (\$100,065.00), AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACT ON BEHALF OF THE CITY AND THE CITY CLERK TO ATTEST THERETO.

***WHEREAS**, pursuant to Section 17.7 of the City of Brighton Charter, "The Council shall establish by ordinance procedures requiring competitive bidding for contracts for the procurement of services, equipment, and supplies"; and*

***WHEREAS**, Chapter 3.08 of the Brighton Municipal Code, sets forth the requirements and procedures for purchasing of supplies or services and contracting for public works or professional services; and*

***WHEREAS**, the City published a notice inviting bids through its formal bid process for completion of the Benedict Park Skate Spot; and*

***WHEREAS**, funding was approved in the 2014 budget for the Benedict Park Skate Spot Project; and*

***WHEREAS**, Colorado DesignScapes, Inc., submitted a bid for the project which has been reviewed by the City; and*

***WHEREAS**, the City believes that Colorado DesignScapes, Inc. is the lowest and most responsive and responsible bidder for the Benedict Park Skate Spot; and*

***WHEREAS**, the City believes that it is in the best interests of the City to accept the bid of Colorado DesignScapes, Inc. in the amount of One Hundred Thousand Sixty Five Dollars (\$100,065.00), to award the contract for the Benedict Park Skate Spot Project to Colorado DesignScapes, Inc., in an amount not to exceed One Hundred Thousand Sixty Five Dollars (\$100,065.00), and to authorize the Mayor to sign the contract on behalf of the City and the City Clerk to Attest thereto.*

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRIGHTON, COLORADO AS FOLLOWS:

1. That Colorado DesignScapes, Inc. is the lowest responsive and responsible bidder for the Benedict Park Skate Spot; and

2. That the bid of Colorado DesignScapes, Inc. in the amount of One Hundred Thousand Sixty Five Dollars (\$100,065.00), is hereby approved; and
3. That funding was approved in the 2014 budget for the Benedict Park Skate Spot Project; and
4. That the Contract for the Benedict Park Skate Spot Project is hereby awarded to Colorado DesignScapes, Inc. in the amount not to exceed One Hundred Thousand Sixty Five Dollars (\$100,065.00); and
5. That the Mayor is hereby authorized to sign the contract with Colorado DesignScapes, Inc. on behalf of the City and the City Clerk to Attest thereto.

RESOLVED, this 21st day of January, 2014.

**CITY OF BRIGHTON, COLORADO
CITY COUNCIL**

Richard N. McLean, Mayor

ATTEST:

Natalie Hoel, City Clerk

Approved as to Form:

Margaret R. Brubaker, Esq., City Attorney

**City Council
Agenda Item
8C**

Department of Parks and Recreation

Reference: *Resolution Approving the Submittal of a Grant Application to Adams County for an amount not to exceed \$5,000.00 for the Veterans Memorial at Veterans Park, and to Authorize the City Manager to Sign the Grant Application.*

To: Mayor Richard N. McLean and Members of City Council
Through: Manuel Esquibel, City Manager

☐ Attorney Reviewed: _____ ☐ Regular Council Agenda Date: _____
☐ Finance Reviewed: _____ ☐ Resolution / Ordinance # _____
☐ Publication Dates: _____

Prepared By: Gary Wardle, Director of Parks and Recreation; and
Mark Heidt, Assistant Director of Parks and Recreation

Date Prepared: January 15, 2014

PURPOSE

A Resolution authorizing the City of Brighton to submit to Adams County Open Space, an Open Space Mini-Grant Application requesting grant funding in the amount not to exceed \$5,000.00 for the “Veterans Memorial at Veterans Park” project; and to authorize the City Manager to sign the Grant Application.

BACKGROUND

The Parks and Recreation Department, during the past 15 years has worked with many Boy Scouts that have completed projects for their Eagle Scout Project Badges. Recently, Zane DeLuccie, a local Boy Scout, has presented to the Parks and Recreation Department a large project for Veterans Park. His project is a Veterans Memorial at Veterans Park. The project will tie in the present Veterans rock marker with the memorial. The Veterans Memorial project includes construction and landscaping of the site that includes: concrete Veterans Memorial, living wall backdrop constructed with shrubs, benches, flag pole, sidewalk, irrigation work, and donor and City signage. Drawings are available upon request from the Parks and Recreation Department office. Zane has already received donated services for the certified engineered construction drawings and this \$9,000 cost is included within the cost of the project. The cost is more than most Eagle Scout projects, and the City feels that it is appropriate to apply for an Adams County Open Space Mini-Grant to help with the construction and landscaping of the “Veterans Memorial at Veterans Park” project. The above listed construction and landscape items are what are being requested from this Adams County Open Space Mini-Grant.

The total amount of the proposed Adams County Open Space Mini-Grant application is estimated at \$27,560.00. The City’s match for this Project is \$2,000.00 (7.25% of the total) for the purchase construction and landscape materials and signage. The Boy Scout working on the Veterans Memorial at Veterans Park will be donating through cash match and donations \$20,560.00 (74.61% of the total) toward the project. This \$5,000 (18.14% of the total) Adams County Open Space Mini-Grant funding will be used to purchase the remaining amount of landscape and construction materials. (Adams County Open Space “passive mini-grant” projects must have municipal matches of 30% or greater, and “active mini-grant” projects must have municipal matches of 40% or greater.) This project is considered a “passive mini-grant” project, and with the Boy Scout donations and City match to the project it meets the Adams County Open Space grant requirements. The maximum grant amount for an Adams County Open Space Mini-Grant is \$5,000.00.

In order to receive the Adams County Grant monies, the attached Resolution must be approved by City Council prior to submitting the Grant Application. The Resolution authorizes the City to apply for Adams County Open Space Grant funding through the Grant Application, and authorizes the City Manager to sign the Grant Application.

FINANCIAL IMPACT

Awarded Adams County Open Space Mini-Grant funds of \$5,000 will be used for the “Veterans Memorial at Veterans Park” project. This project is an Eagle Scout project that includes construction and landscaping, and the Boy Scout will be providing the majority of funding for the project.

OPTIONS FOR COUNCIL CONSIDERATION

- Approve the Resolution, or
- Not approve the Resolution.

STAFF RECOMMENDATION

It is recommended that City Council approve the Resolution authorizing Staff to submit an Adams County Open Space Mini-Grant Application, and authorizing the City Manager to sign the Grant Application with Adams County Open Space in an amount not to exceed \$5,000 for the “Veterans Memorial at Veterans Park” project.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRIGHTON, COLORADO, AUTHORIZING THE SUBMITTAL OF AN OPEN SPACE MINI-GRANT APPLICATION TO ADAMS COUNTY OPEN SPACE IN THE AMOUNT NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000.00), FOR THE “VETERANS MEMORIAL AT VETERANS PARK” PROJECT; AND AUTHORIZING THE CITY MANAGER TO SIGN THE GRANT APPLICATION.

WHEREAS, the City Council of the City of Brighton determines that it is appropriate for the City to apply for an Adams County Open Space Mini-Grant, for the passive planting project entitled, the “Veterans Memorial at Veterans Park” project (the “Project”); and

WHEREAS, the City Council believes that the development of the Project and the inclusion of Boy Scout working on his Eagle Scout Badge Project within this Project is essential to the health, safety and welfare of the citizens of Brighton, and that this type of recreational Project is a needed amenity within Brighton; and

WHEREAS, the citizens of Brighton have expressed support for the Project that will be completed within the Memorial Parkway; and

WHEARAS, the City of Brighton owns the Veterans Park land that is being considered for the location of the Project; and the City has a proven record of successfully completing grant-funded public projects and properly maintaining such projects after they are constructed; and

WHEREAS, toward that end, the City of Brighton City Council finds and determines that it is proper to apply for a \$5,000.00 Mini-Grant from Adams County Open Space, to partially fund the Project for the public benefit; and

WHEREAS, the City of Brighton estimates that the total cost of the Project , as set forth in the Adams County Open Space – Mini-Grant Application, will be \$27,560.00, of which City is presently applying through an Adams County Open Space Mini-Grant for funding of the Project in an amount not to exceed \$5,000.00, the Boy Scout will fund through cash match and donations an estimated not to exceed amount of \$20,560.00 and the City is funding the remaining amount of \$2,000.00 through the 2014 budget; and

WHEREAS, the City of Brighton City Council believes that it is reasonable and proper for the City to enter into a written agreement with Adams County Open Space, provided that Adams County Open Space issues the Adams County Open Space – Mini-Grant, for the budgeting, allocation and contribution of funds to the Project in the amounts contemplated herein; and

WHEREAS, the City Council upon receiving a Grant Agreement from Adams County Open Space, will have an opportunity to review the language of the Agreement before authorizing the signing of the Agreement; and

WHEREAS, the City Council finds and determines that said Grant Agreement would be necessary and proper in order to proceed with the Project, and that it is in the best interests of the City to approve entering into such an Agreement should the Adams County Open Space grant be awarded.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRIGHTON, AS FOLLOWS:

1. The City Staff is hereby authorized to submit to Adams County Open Space the attached Application for an Adams County Open Space – Mini-Grant, for the “Veterans Memorial at Veterans Park” project and the City Manager is authorized to sign the Grant Application on behalf of the City.
2. Upon the City’s receipt of a written acknowledgement from Adams County, that Adams County Open Space will fund the Application in the amount of \$5,000.00, the City Manager or his designee is directed to commence good faith negotiations for a reasonable “*Grant Agreement*” between the City and Adams County Open Space, for consideration by the City Council.

RESOLVED, this 21st day of January 2014.

CITY OF BRIGHTON, COLORADO

ATTEST:

By: _____
Richard N. McLean, Mayor

Natalie Hoel, City Clerk

APPROVED AS TO FORM:

Margaret R. Brubaker, Esq.
City Attorney

**City Council
Agenda Item
8D**

Department of Parks and Recreation

Reference:

Resolution Approving the Submittal of a Grant Application to Adams County Open Space for an amount not to exceed \$417,300.00 for the Bromley-Hishinuma Historic Farm Landscape Project and to authorize the City Manager to Sign the Grant Application.

To: Mayor Richard N. McLean and Members of City Council
Through: Manuel Esquibel, City Manager

☐ Attorney Reviewed: _____ ☐ Regular Council Agenda Date: _____
☐ Finance Reviewed: _____ ☐ Resolution / Ordinance # _____
☐ Publication Dates: _____

Prepared By: Gary Wardle, Director of Parks and Recreation; and
Mark Heidt, Assistant Director of Parks and Recreation

Date Prepared: January 15, 2014

PURPOSE

A Resolution authorizing the City of Brighton to submit to Adams County Open Space, an Open Space Passive Grant Application requesting grant funding in the amount not to exceed \$417,300.00 for the Bromley-Hishinuma Historic Farm Landscape Project; and to authorize the City Manager to sign the Grant Application.

BACKGROUND

The Brighton Historic Preservation Commission, through City Council, was able to have the Bromley Farm/Koizuma-Hishinuma Farm listed on the State and National Registers of Historic Sites. The Register listings are required by the State and they allow the City to apply for the State Historical Fund General Grant funding.

In 2008 the City received a History Colorado – State Historical Fund Competitive Grant for the Master Plan of the Farm. Avenue L Architects was hired in 2009 to develop the Master Plan. The Master Plan was completed by early 2010.

The Master Plan has identified the need for structural, exterior, and interior improvements to the Farm buildings – Main House, Migrant Worker House, Wash House, Barn, Silo, Metal Granary, and Milk Trough. The Master Plan also addressed the need to “bring back” the landscaping to the historic late 1800’s – early 1900’s era of the farm when Emmet Bromley had built and owned the farm.

The Parks and Recreation Department has found that the rehabilitation of the landscaping and the placement of a property fence has been an area that has been difficult to find grants to help fund the project. History Colorado – State Historical Fund Competitive Grants are not available for the exterior landscaping. For this reason, the Department will be applying for Adams County Open Space – Passive Grant funding through a grant application concerning the landscape project at the Bromley-Hishinuma Historic Farm. This grant is due Monday, February 3, 2014, and a Resolution passed by the Brighton City Council is needed to accompany the grant application when it is turned in.

The “Bromley-Hishinuma Historic Farm Landscape Project” will include the following installation and planting at the site: water service to both houses, sewer service to both houses, electric service to the farm, gas service to the farm, non-potable water service, a tree lined entry drive consisting of road base/gravel, an asphalt entry section adjacent to Bromley Lane, asphalt parking lots, crusher-fines for the

farm yard area of the site, fencing of the property, a buffalo-blue gramma grass front lawn with additional trees, an event space near the silo that includes buffalo-blue gramma grass and trees, a formal entertainment and cutting garden adjacent and east of the Main House, project contingency, design and construction documents, and construction administration. The 40 trees will be planted in this phase of landscaping.

The total cost for the “Bromley-Hishinuma Historic Farm Landscape Project” is \$695,500.00. The City has budgeted \$40,000 toward this Farm Landscape Project design in 2014. Staff will propose \$278,200 (40%) in the 2015 Recreation capital fund of the Farm landscape. The additional \$417,300.00 (60.0% of total) will come from Adams County through the Adams County Open Space – Passive Grant funding of this application.

FINANCIAL IMPACT

Awarded Adams County Open Space - Passive Grant funds of \$417,300.00 will be used for the “Bromley-Hishinuma Historic Farm Landscape Project”. The staff will suggest budgeting \$278,200.00 in the 2015 Recreation Capital Budget.

OPTIONS FOR COUNCIL CONSIDERATION

- Approve the Resolution,
 - Amend the Resolution, or
- Not approve the Resolution.

STAFF RECOMMENDATION

It is recommended that City Council approve the Resolution authorizing Staff to submit an Adams County Open Space Passive Grant Application, requesting grant funding in an amount not to exceed \$417,300.00 for “Bromley-Hishinuma Historic Farm Landscape Project”; and authorize the City Manager to sign the Grant Application.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRIGHTON, COLORADO AUTHORIZING THE SUBMITTAL OF AN OPEN SPACE PASSIVE GRANT APPLICATION TO ADAMS COUNTY OPEN SPACE IN THE AMOUNT NOT TO EXCEED FOUR HUNDRED SEVENTEEN THOUSAND THREE HUNDRED DOLLARS (\$417,300.00) FOR THE BROMLEY-HISHINUMA HISTORIC FARM LANDSCAPE PROJECT; AND AUTHORIZING THE CITY MANAGER TO SIGN THE GRANT APPLICATION.

WHEREAS, the Brighton Historic Preservation Commission has received approval for the Bromley Farm/Koizuma-Hishinuma Farm to be listed on the State and National Registers of Historic Sites; and

WHEREAS, in 2008 the City received a State Historical Fund General Grant for the Master Plan of the Farm to be conducted by Avenue L Architects, which Master Plan that was completed by early 2010 and included a master plan for the landscaping; and

WHEREAS, the Master Plan has identified the need to “bring back” the landscaping to the historic late 1800’s – early 1900’s era; and

WHEREAS, the City received three History Colorado – State Historical Fund Competitive Grants for the Phases 1 – 3 Exterior Rehabilitation and Reconstruction of the Farm Buildings that completes the exterior rehabilitation of the buildings; and

WHEREAS, the next phase of the rehabilitation of the Bromley Farm Historic Site is to complete the “Bromley-Hishinuma Historic Farm Landscape Project”; and

WHEREAS, the City of Brighton intends to apply for an Adams County Open Space – Passive Grant for the “Bromley-Hishinuma Historic Farm Landscape Project”, which is an integral part of the restoration of the landscaping of the Farm site; and

WHEREAS, the Farm Landscape Project includes the following installation and planting on the Farm site: water service to both houses, sewer service to both houses, electric service to the farm, gas service to the farm, non-potable water service, a tree lined entry drive consisting of road base/gravel, an asphalt entry section adjacent to Bromley Lane, asphalt parking lots, crusher-fines for the farm yard area of the site, fencing of the property, a grass front lawn with trees, an event space near the silo that includes grass and trees, a formal entertainment and cutting garden adjacent and east of the Main House, project contingency, design and construction documents, and construction administration; and

WHEREAS, the City of Brighton estimates that the total cost of the “Bromley-Hishinuma Historic Farm Landscape Project”, as will be submitted in the City’s Adams County Open Space – Passive Grant Application, will be \$695,500.00, of which amount the City will fund \$278,200.00 and the Adams County Open Space – Passive Grant will fund \$417,300.00; and

WHEREAS, the City of Brighton City Council believes that it is reasonable and proper for the City to enter into a written agreement with Adams County, provided that

Adams County issues the Adams County Open Space – Passive Grant, for the budgeting, allocation and contribution of funds for the “Bromley-Hishinuma Historic Farm Landscape Project” in the amounts contemplated herein; and

WHEREAS, the City Council hereby finds and determines that said Grant Agreement would be necessary and proper to proceed with the “Bromley-Hishinuma Historic Farm Landscape Project”, and that it is in the best interests of the City to approve such an Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRIGHTON, AS FOLLOWS:

1. The City staff is authorized to submit an Adams County Open Space – Passive Grant Application for the “Bromley-Hishinuma Historic Farm Landscape Project”; and the City Manager is authorized to sign the Grant application on behalf of the City.
2. Upon the City’s receipt of a written acknowledgement from Adams County, that Adams County shall fund the City’s Adams County Open Space – Passive Grant Application in the amount of \$417,300.00, the City Manager or his designee shall promptly commence good faith negotiations for a reasonable “*Grant Agreement*” between the City and Adams County for the use of the grant monies to complete the “Bromley-Hishinuma Historic Farm Landscape Project” for consideration by the City Council.

RESOLVED, this 21st day of January 2014.

CITY OF BRIGHTON, COLORADO

ATTEST:

By: _____
Richard N. McLean, Mayor

Natalie Hoel, City Clerk

APPROVED AS TO FORM:

Margaret R. Brubaker, Esq.
City Attorney

**City Council
Agenda Item
8E**

Department of Parks and Recreation

Reference: *Resolution Approving the Submittal of a Grant Application to Adams County Open Space for an amount not to exceed \$204,000.00 for the Pleasant Plains Schoolhouse Property Acquisition and to authorize the City Manager to Sign the Grant Application.*

To: Mayor Richard N. McLean and Members of City Council
Through: Manuel Esquibel, City Manager

☐ Attorney Reviewed: _____ ☐ Regular Council Agenda Date: _____
☐ Finance Reviewed: _____ ☐ Resolution / Ordinance # _____
☐ Publication Dates: _____

Prepared By: Gary Wardle, Director of Parks and Recreation; and
Mark Heidt, Assistant Director of Parks and Recreation

Date Prepared: January 15, 2014

PURPOSE

A Resolution authorizing the City of Brighton to submit to Adams County Open Space, an Open Space Passive Grant Application requesting grant funding in the amount not to exceed \$204,000.00 for the Pleasant Plains Schoolhouse Property Acquisition; and to authorize the City Manager to sign the Grant Application.

BACKGROUND

The Parks and Recreation Department Staff will apply for grant funding from Adams County Open Space for the Pleasant Plains Schoolhouse Property Acquisition. The Open Space Passive Grant funding will be used for the land acquisition of the one acre site with the historic schoolhouse. The total cost for the Pleasant Plains Schoolhouse Property Acquisition is estimated to be \$340,000.00.

It is estimated that the Adams County Open Space Passive Grant will pay for \$204,000.00 (60% of total) of the Acquisition. The City's matching portion is an estimated amount of \$136,000.00 (40% of total).

Pleasant Plains Schoolhouse Property is located on the north side of East 144th Avenue at 13701 East 144th Avenue. The historic schoolhouse has the City's 144th Avenue Open Space on the north and west sides of the site. The site is located in an area that is designated as a high need for preservation in Adams County Open Space documents, and as Open Space in the Brighton Open Space Master Plan. The City of Brighton's Agricultural Land Preservation Sub-Committee recommends that the Pleasant Plains Schoolhouse Property be acquired for open space.

In order to receive the Adams County Open Space Grant monies, the attached Resolution must be approved by City Council prior to submitting the Grant Application. The Resolution authorizes the City to apply for Adams County Open Space Grant funding through the Grant Application, and authorizes the City Manager to sign the Grant Application.

FINANCIAL IMPACT

Awarded Adams County Open Space grant funds of an estimated amount of \$204,000.00 for the Pleasant Plains Schoolhouse Property Acquisition will be used for the purchase of the one acre and historic schoolhouse known as the Pleasant Plains Schoolhouse Property.

OPTIONS FOR COUNCIL CONSIDERATION

- Approve the Resolution, or
- Not approve the Resolution.

STAFF RECOMMENDATION

It is recommended that City Council approve the Resolution authorizing Staff to submit an Adams County Open Space Passive Grant Application, requesting grant funding in an amount not to exceed \$204,000.00 for Pleasant Plains Schoolhouse Property Acquisition; and authorize the City Manager to sign the Grant Application.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRIGHTON, COLORADO, AUTHORIZING THE SUBMITTAL OF AN OPEN SPACE PASSIVE GRANT APPLICATION TO ADAMS COUNTY OPEN SPACE IN THE AMOUNT NOT TO EXCEED TWO HUNDRED FOUR THOUSAND DOLLARS (\$204,000.00), FOR THE PLEASANT PLAINS SCHOOLHOUSE PROPERTY ACQUISITION; AND AUTHORIZING THE CITY MANAGER TO SIGN THE GRANT APPLICATION.

WHEREAS, the City Council of the City of Brighton determines that it is appropriate for the City to apply for an Adams County Open Space Grant, for the purchase of the land known as Pleasant Plains Schoolhouse Property, and this purchase project is entitled “Pleasant Plains Schoolhouse Property Acquisition” (the “Project”); and

WHEREAS, the City Council believes that the acquisition of the Project is essential to the health, safety and welfare of the citizens of Brighton, and that this type of land preservation Project is a needed amenity for Brighton; and

WHEREAS, the City Council finds that the existing Pleasant Plains Schoolhouse Property is for sale; and

WHEREAS, the citizens of Brighton have expressed support for open space and farms in this area. The City of Brighton’s Agricultural Land Preservation Sub-Committee recommends that the Pleasant Plains Schoolhouse Property be acquired for open space. Additionally, the City’s Open Space Master Plan and Adams County Open Space documents state that this property is important for open space preservation; and

WHEREAS, toward that end, the City of Brighton City Council finds and determines that it is proper to apply for a Grant not to exceed \$204,000.00 from Adams County Open Space, to partially fund the Project; and

WHEREAS, the City of Brighton estimates that the total cost of the Project , as set forth in the attached Adams County Open Space Passive Grant Application, will be \$340,000.00, of which amount the City will fund \$136,000.00; and

WHEREAS, the City of Brighton City Council believes that it is reasonable and proper for the City to enter into a written agreement with Adams County Open Space, provided that Adams County Open Space issues the Adams County Open Space Passive Grant, for the budgeting, allocation and contribution of funds to the Project in the amounts contemplated herein; and

WHEREAS, the City Council upon receiving a Grant Agreement from Adams County Open Space, will have an opportunity to review the language of the Agreement before authorizing the signing of the Agreement; and

WHEREAS, the City Council finds and determines that said Grant Agreement would be necessary and proper in order to proceed with the Project, and that it is in the best

interests of the City to approve entering into such an Agreement should the Adams County Open Space grant be awarded.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRIGHTON, AS FOLLOWS:

1. The City Staff is hereby authorized to submit to Adams County Open Space the an Application for an Adams County Open Space – Passive Grant, for the Pleasant Plains Schoolhouse Property Acquisition, and the City Manager is authorized to sign the Grant application on behalf of the City.
2. Upon the City’s receipt of a written acknowledgement from Adams County, that Adams County Open Space shall fund the Application in the amount not to exceed \$204,000.00, the City Manager or his designee is directed to commence good faith negotiations for a reasonable “*Grant Agreement*” between the City and Adams County Open Space, for consideration by the City Council.

RESOLVED, this 21st day of January 2014.

CITY OF BRIGHTON, COLORADO

ATTEST:

By: _____
Richard N. McLean, Mayor

Natalie Hoel, City Clerk

APPROVED AS TO FORM:

Margaret R. Brubaker, Esq.
City Attorney

**City Council
Agenda Item
9A**

Department of Utilities

**Reference: 2014 Household Chemical Roundup Intergovernmental Agreement
with Tri-County Health Department (TCHD)**

To: Mayor Dick N. McLean and Members of City Council
Through: Manuel Esquibel, City Manager

☐ Attorney Reviewed: _____ ☐ Regular Council Agenda Date: _____
☐ Finance Reviewed: _____ ☐ Resolution / Ordinance # _____
☐ Publication Dates: _____

Prepared By: Juliana Archuleta, Stormwater Coordinator
Through: James M. Landeck, P.E., Director of Utilities
Date Prepared: 01/14/2014

PURPOSE

The purpose of this Intergovernmental Agreement (IGA) is to extend the service to City of Brighton residents of the Adams County Household Hazardous Waste (HHW) Program, which will be administered by the Tri-County Health Department (TCHD) through October 31, 2014.

BACKGROUND

In 2014 the HHW Program will consist of two, 1-day collection events throughout the year, allowing City of Brighton residents to dispose of their household chemical waste in a safe, legal and environmental manner. The implementation of this program benefits local communities as well as regional agencies. More specifically, those benefits are as follows:

Brighton Storm Drainage Division

HHW Program helps to reduce the number of illicit discharges into the storm sewer system.

Brighton Wastewater Division

HHW Program helps to reduce the number of illicit discharges of hazardous materials into the sanitary sewer system.

Private and Municipal Waste Management

HHW Program reduces the quantity of hazardous trash disposed of at the landfill.

County Health Department

The HHW Program potentially reduces the number of cases of accidental child poisoning with household chemicals.

Fire Department

The HHW Program potentially reduces the risk of household fires.

The Adams County HHW Program serves residents of unincorporated Adams County, as well as residents from the City of Brighton, Commerce City, Federal Heights and Thornton. The program is operated by the TCHD under contract to sponsoring jurisdictions. The multi-jurisdictional program is possible through the financial support of each sponsor combined with the donations collected from participants.

HHW collection services have been provided to Brighton residents since the year 2000. Although the HHW program is free for all Brighton residents, a \$25 dollar contribution is requested on-site to help off-set the increasing program's costs.

The program provides an opportunity for residents to dispose of hazardous chemicals, such as pesticides, fertilizers, cleaning products and automotive fluids from their homes which might otherwise end up in our creeks, storm and/or sanitary sewer systems, or be disposed of illegally on private or public property. Removing these products from people's homes also reduces the potential for accidental poisoning and household fires.

The program provides information to the public about ways to reduce the generation of household hazardous waste, recycling guidance, disposal techniques, and information about items that should not be poured down the drain or trash can. Additional marketing efforts to announce the events are carried out by the City of Brighton Stormwater Division. Events are announced on the City website, Channel 8, City Newsletter and local newspapers.

In 2013, waste was collected from a total of 874 households, with 102 households being from Brighton. The average unit cost per participating household is about \$104. The unit cost to sponsoring jurisdictions includes the offset generated by participants' donations.

FINANCIAL IMPACT

The 2014 IGA is essentially the same as the 2013 IGA. The proposed 2014 Household Chemical Roundup is budgeted in the Storm Drainage Fund, and coordinated with TCHD by the Stormwater Division. The City will receive an invoice at the end of each year according to the number of Brighton's participants. The number of participants varies each year and depends on the marketing efforts, event weather conditions, number of residents moving in or out of the City, etc. The available 2014 budget for this program is \$12,000.

OPTIONS FOR COUNCIL CONSIDERATION

- Decline participation in the 2014 Household Chemical Roundup Program.
- Approval as presented.
- Request IGA changes and resubmit for Council consideration.

STAFF RECOMMENDATION

The joint multi-jurisdictional efforts allow the City of Brighton to provide hazardous chemical and materials collection service to our residents at low cost. Staff recommends continued participation in the Adams County HHW Program to mitigate the environmental impacts from improper disposal of household chemicals.

Attachments

- 2014 Intergovernmental Agreement (IGA)
- EXHIBIT A – Participation Guidelines
- EXHIBIT B – Tri-County Health Department Work Breakdown Structure

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRIGHTON, COLORADO APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BRIGHTON AND TRI-COUNTY HEALTH DEPARTMENT FOR THE HOUSEHOLD HAZARDOUS WASTE PROGRAM, AUTHORIZING THE CITY'S CONTRIBUTION UNDER THE INTERGOVERNMENTAL AGREEMENT IN AN AMOUNT NOT TO EXCEED \$12,000, AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID INTERGOVERNMENTAL AGREEMENT ON BEHALF OF THE CITY.

Resolution No. _____

WHEREAS, The City of Brighton wishes to provide services for the removal of Household Hazardous Chemical Waste in a safe & legal manner; and

WHEREAS, The Adams County Household Hazardous Program services residents of Adams County including Brighton, Commerce City, Federal Heights, Thornton and Unincorporated Adams County; and

WHEREAS, Tri-County Health Department will provide the organizational and administrative function for the Adams County Household Hazardous Waste Program; and

WHEREAS, Tri-County Health will operate the Household Chemical Waste Program under an Intergovernmental Agreement contract with the City of Brighton; and

WHEREAS, pursuant to the terms of the Intergovernmental Agreement, the City's contribution for the services to be provided shall not exceed twelve thousand dollars (\$12,000); and

WHEREAS, The 2014 Household Chemical Roundup is funded by the Storm Drainage fund, and coordinated by the Stormwater Division for the purpose of participating in the Household Chemical Program with the other municipalities mentioned above;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRIGHTON, COLORADO AS FOLLOWS:

- 1.** That the Intergovernmental Agreement between the City of Brighton and Tri-County Health Department to provide a Household Hazardous Waste Program for the City of Brighton, attached hereto is hereby approved.
- 2.** That the City Manager is hereby authorized to execute said Intergovernmental Agreement for and behalf of the City of Brighton.

RESOLVED THIS 21st DAY OF January, 2014.

CITY OF BRIGHTON, COLORADO

Richard N. McLean, Mayor

Attest:

Approved as to Form:

Natalie Hoel, City Clerk

Margaret R. Brubaker, Esq.
City Attorney

Intergovernmental Agreement for a Household Chemical Roundup Program

THIS AGREEMENT is made and entered into as of the ____ day of _____ in the year _____, by and between the City of Brighton, a home rule municipality of the State of Colorado (hereinafter "the City"), and Tri-County Health Department, (hereinafter "TCHD"), the District Public Health Agency of the Counties of Adams, Arapahoe, and Douglas and the State of Colorado, with its principal offices located at 6162 S. Willow Dr., Suite 100, Greenwood Village, Colorado 80111.

THIS AGREEMENT establishes the service that TCHD will perform as the organizational and managerial entity for the Adams County Household Chemical Roundup Program (hereinafter "the HCR Program") for the term of November 1, 2013 through October 31, 2014.

RECITALS

- A. Said proposal by TCHD will assist in providing a safe and viable disposal option for household chemical waste for the citizens of Adams County. Participating entities providing funding are Adams County, City of Brighton, City of Commerce City, City of Federal Heights and the City of Thornton¹. Each participating entity will enter separate agreements with TCHD, but will act collectively as a Committee within the Program;
- B. A description of the Program, as designed by the participating entities, and guidelines for participation in the Program, are set forth in the Participation Guidelines, attached as Exhibit A;
- C. The essential elements of the proposal by TCHD, as referenced above, are set forth in the certain document entitled "Tri-County Health Department, Work Breakdown Structure (WBS), (hereinafter "WBS") for the Adams County HCR Program attached as Exhibit B;
- D. Said proposal by TCHD will assist in protecting the health and safety of the citizens of Adams County;
- E. The City, by and through its City Council, has accepted the proposal from TCHD, as described above;
- F. The City and TCHD mutually desire to embody their understanding and agreement in a written document as set forth herein.
- G. Intergovernmental agreements to provide functions or services by political subdivisions (includes cities and counties) of the State of Colorado are specifically authorized by state law, Colorado Revised Statute 29-1-203.

IN CONSIDERATION OF the mutual obligation of the City and TCHD, as hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and TCHD agree as follows:

SECTION 1. SCOPE OF WORK

- 1. Performance by TCHD: TCHD shall plan and manage the HCR Program pursuant to the terms and conditions set forth in Exhibit B, as well as contract with a reputable private hazardous waste disposal contractor to properly collect and dispose of the Household

¹ The Agreement will be amended if, and at such time, any funding entity is added to or deleted from the Program during the period of performance.

Chemical Waste as contemplated herein. TCHD acknowledges that the City shall not be a party concerning TCHD's contract with a private hazardous waste disposal contractor to collect and dispose of waste resulting from the HCR Program and TCHD shall not be the City's agent for the HCR Program. TCHD also acknowledges that it is solely responsible for the proper operation and supervision of all event operations as specified in Exhibit B.

2. Limited Obligations: The City's obligations are limited to its financial contribution as specified herein and in Exhibit A and participation as a Household Chemical Roundup Committee member as specified in Exhibit A. Additional HCR Program services, if any, shall be subject to subsequent review and negotiation.

SECTION 2. HOUSEHOLD WASTES ACCEPTED AND EMERGENCY RESPONSE

1. The Program will accept Household Chemical Wastes (hereinafter "HCR") and certain recyclable wastes from households. HCR, as contemplated herein, shall be defined as solid wastes which would be specified in 40 C.F.R. Sec. 261.2 (*the Definition of Solid Waste*), but which are exempt from regulation pursuant to 40 C.F.R. Sec. 261.4(b)(1) as household generated wastes. The Program will not accept wastes from businesses. The Program will not accept any wastes that contain radioactive, biological, explosive, or asbestos components. The recyclable household solid wastes as defined in 40 C.F.R. Sec. 261.2 that the HCR Program will accept include, but are not limited to, motor oil, certain vehicle tires and automotive batteries.
2. The Emergency Response Plan and the Health and Safety Plan for the HHW Program events will specify notification and response procedures for any accident that may occur at the events, and will designate the responsible parties for any cleanup or damage that may result from accidents at any event.

SECTION 3. COMPENSATION FOR SERVICES

1. TCHD's direct labor expenses (wages and fringe) for the HCR Program shall not exceed \$50,000.00 for the term of the Program, unless authorized by the Committee, as defined in Exhibit A.
2. The City of Brighton will pay a pro-rated portion of the cost of the program, not to exceed \$10,000.00, based on the number of City of Brighton residents that utilize the service. TCHD will work with the City of Brighton to develop a method for tracking and limiting participants from the City of Brighton in order to control costs.
3. TCHD will invoice the participating jurisdictions for their pro-rated share of one half of its estimated expenses after the first event, and will invoice the participating jurisdictions for their pro-rated share of the remainder of its actual expenses, up to the specified not-to-exceed amount, after the second event and no later than November 30, 2014, all pursuant to the payment provisions set forth in Exhibit A hereto.

SECTION 4. BASIS FOR CALCULATING COSTS

1. TCHD will calculate the cost to each participating jurisdiction as outlined in Exhibit A, Section V. Program Financing. Total costs allocated among the participating jurisdictions, after deduction of Program revenues, include all contractors' fees; operational costs of the events and TCHD's direct and indirect management costs as outlined in Exhibits A and B.

SECTION 5. PAYMENT

1. Payment to TCHD. The City shall make all payments to TCHD, pursuant to the terms set forth in Sections 3 and 4 herein, within 30 days from the date of the City's receipt of an invoice from TCHD.
2. Other payments. TCHD shall be responsible for all payments to the vendor(s) that provide collection, transportation and disposal services.

SECTION 6. TERMINATION

1. Either party may withdraw from this Agreement, which withdrawal shall be effective after (90) days written notice has been given to the other party to the Agreement. The withdrawing party will be discharged from its obligations hereunder, except as provided for in Section 8 herein, provided that it has paid all outstanding financial contributions for which it is obligated under this Agreement. The terms and obligations for this Agreement will be and remain in full force and effect as to the remaining party.

SECTION 7. INSURANCE

1. TCHD is recognized as a political subdivision of the State of Colorado. As such, it is governed by the Colorado Governmental Immunity Act.
2. TCHD shall maintain auto liability insurance.

SECTION 8. INDEMNIFICATION

To the extent permitted by Colorado law, and subject to the provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., the parties agree to be responsible for their own or their employees' or agents' grossly negligent or intentional tortuous actions or omissions in connection with the program. Each party agrees to hold harmless and indemnify the other party to this Agreement to the extent provided by law, for any and all damages, costs, fines, forfeitures, penalties, judgments and other losses, including attorneys' fees and technical consulting fees, which any of them may incur or pay out as a result of death, personal injury, property damage, contamination of the environment or violation or alleged violation of any laws, regulations or orders. Such laws, regulations or orders include, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or the Resource Conservation and Recovery Act of 1976, as amended. This provision applies to the extent such liability is caused by or arises out of any negligent, grossly negligent, or intentional tortuous act or omission of any party or its employees or agents. The right to indemnification shall include the right of the indemnitor to conduct the defense of the indemnitee. Nothing herein shall be construed as a waiver of the immunity granted by the Colorado Governmental Immunity Act, C.R. S. 24-10-101, et seq., or otherwise provided by law, by any party. Indemnification for any act of an agent shall not impede the parties' rights to seek restitution or contribution from such agent.

SECTION 9. GENERAL PROVISIONS

1. This Agreement is solely for the benefit of the parties hereto and no third party shall be entitled to claim or to enforce any rights hereunder except as specifically provided herein.
2. This Agreement contains the entire agreement between the parties, and shall not be amended or modified in any manner without such amendment or modification being agreed to and executed in writing.
3. It is the intent of the parties to comply with the provisions of Article X, Section 20, of the Constitution of the State of Colorado. Therefore, the parties agree that this agreement shall terminate at the end of each party's current fiscal year.
4. This Agreement shall be governed by the laws of the State of Colorado.

Liaisons: For Tri-County Health Department: Thomas Riggle
Tri-County Health Department
6162 S. Willow Drive, Suite 100
Phone: (720) 200-1592

For the City: Juliana Archuleta
Stormwater Coordinator
Utilities Department
City of Brighton
500 South 4th Avenue
Brighton, Colorado, 80601

IN WITNESS WHEREOF the City of Brighton, by and through its authorized officer and agent, and the Tri-County Health Department, by and through its authorized agent have executed this AGREEMENT on the respective dates set forth below.

CITY OF BRIGHTON
STATE OF COLORADO

By: _____
City Manager

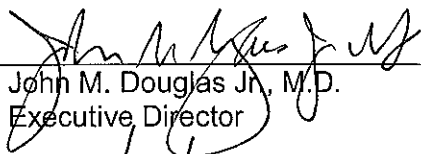
Date: _____

ATTEST:

APPROVED AS TO FORM:

City Attorney

TRI-COUNTY HEALTH DEPARTMENT

By:  _____
John M. Douglas Jr., M.D.
Executive Director

Date: 11/26/13

ATTEST:



Mark Harkleroad Interim Director of
Administration and Finance

EXHIBIT A

PARTICIPATION GUIDELINES

PARTICIPATION GUIDELINES
For the 2014
ADAMS COUNTY HOUSEHOLD CHEMICAL ROUNDUP PROGRAM

The following guidelines specify arrangements for local jurisdictions and supporting organizations in Adams County to implement a short term Program for the collection, recycling or proper disposal of common household chemicals.

I. Long Term Program Goal

It is the goal of the Program participants that this effort will evolve into a sustainable and comprehensive Household Chemical Roundup Program providing equitable service countywide and steadily reducing the unit cost of participation. At the end of the term of the Agreement outlined in these guidelines, the participating jurisdictions and organizations will evaluate the level of support and the options for a permanent program, based on recommendations of the Household Chemical Roundup Committee described below. Such program will be designed to serve Adams County residents at a minimum, but may also be a collaborative effort with other jurisdictions in the region.

II. Participating Organizations

Participating organizations may include Adams County, municipalities wholly or partially within Adams County, Tri-County Health Department, Special Districts and other public and private sector organizations that wish to support the Program.

III. Program Area

The Program area will be defined by the boundaries of the jurisdictions that participate in the Program.

IV. Program Management

The participating organizations will execute an Agreement to formalize these guidelines and additional financial, management and organizational elements of the Program.

V. Program Financing

Participating organizations will fund the Program in the following manner:

1. Each participating jurisdiction will pay a pro-rated portion of the cost of the Program based on the number of participants that utilize the service from that jurisdiction (i.e., pay on the basis of actual participation).
2. Financial contributions to the Program from other public and private organizations will be applied to the total Program cost prior to allocation of the remaining costs among the participating jurisdictions.
3. For purposes of accurately allocating event costs, individuals participating in collection events will be required to demonstrate proof of residence. However, for the calendar year 2014, in instances where there are participants from Adams County jurisdictions

that are not participating in this Program, or when the jurisdiction of a household cannot be identified, the recycling/disposal costs for these participants will be allocated as follows:

- a. Sponsors will equally share the costs of participants from jurisdictions outside the Program area and the costs of waste collected from the event volunteers. Every effort will be made to limit outside participation.

VI. Term of Program

This Agreement will be for a period of one year, for the period beginning November 1, 2013 and ending October 31, 2014. Draft Agreements for the period beginning November 1, 2014 and ending October 31, 2015 shall be submitted by TCHD to Program sponsors no later than November 1, 2014.

VII. Program Description

For the period of the Agreement, the Adams County Household Chemical Roundup Program will consist of two 1-day collection events. Any modifications or additions to this Program will be agreed upon in writing by all participating jurisdictions.

VIII. Event Locations

1. The Household Chemical Roundup events will be held in Adams County. The participating jurisdictions have collectively identified the following sites to maximize event participation by Adams County residents:
 - a. Spring event (May, 2014)
 - Federal Heights (Water World at 88th & Pecos)
 - b. Fall event (September, 2014)
 - Thornton (Thornton IMC facility at 12450 Washington St.)

IX. Reciprocal Participation

Residents from participating jurisdictions may participate in any of the events, regardless of location, and may participate in more than one event.

X. Roles and Responsibilities of Participating Organizations

1. Each participating organization will appoint a representative to the Household Chemical Roundup Committee identified below and will actively participate in the Program.
2. Each participating organization will identify in-kind services it will contribute to the Program to reduce overall costs. This voluntary contribution will be independent of any financial obligations set forth in the Agreement.

3. The participating organizations will collectively solicit additional sources of financial and in-kind Program support from other private and public entities.
4. The participating organizations will actively solicit volunteers to provide labor for each event, which includes staffing the various registration, waste collection and recycling stations. Volunteers may be staff from the HCR Committee member organizations, host site organizations, or other public or private entities, or may be members of the community. In the event that the minimum amount of labor required for an event has not been attained (as determined by TCHD), TCHD will supplement the volunteer labor force with TCHD employees.
5. TCHD will assume responsibility for coordinating, managing and marketing the Program and staffing the Household Chemical Roundup Committee. The participating jurisdictions will compensate TCHD for associated costs, as outlined in the attached Work Breakdown Structure.

XI. Household Chemical Roundup Committee

A Household Chemical Roundup Committee will be created, consisting of an appointed representative from each participating organization. The Committee will have the responsibilities outlined below. Additional staff from the participating organizations may participate in Committee meetings, as appropriate.

1. Committee responsibilities: Planning, managing and promoting the Program pursuant to the terms of the Agreement, including, but not limited to the following:
 - i. Developing specifications for and selecting the waste disposal and recycling contractor(s);
 - ii. Determining whether donations will be solicited from event participants;
 - iii. Determining whether fees will be assessed for the management of certain categories of wastes (e.g., tires), and, if so, setting the level of such fees;
 - iv. Developing educational materials associated with the Program and mechanisms for their distribution;
 - v. Determining the dates of the collection events;
 - vi. Promoting the Program and identifying new methods and target areas to increase participation;
 - vii. Soliciting event volunteers;
 - viii. Collecting and maintaining data on participation, costs, in-kind contributions, volunteers and other elements of the Program;
 - ix. Evaluating the Program, and
 - x. Evaluating level of support for the program from both management of participating organizations and the public in the Program area;
 - xi. Evaluating level of support and options for a permanent program.
2. The Committee will seek to make decisions by consensus. Consensus will be defined as the majority decision made by the participating jurisdictions either at meetings, via e-mail or by phone.
3. To the extent the Committee fails to address or make a decision on any of the Committee responsibilities listed above, TCHD will assume those responsibilities.

EXHIBIT B

TRI-COUNTY HEALTH DEPARTMENT WORK BREAKDOWN STRUCTURE

**TRI-COUNTY HEALTH DEPARTMENT
WORK BREAKDOWN STRUCTURE
For the
2014 ADAMS COUNTY HOUSEHOLD CHEMICAL ROUNDUP PROGRAM**

Presented below is Tri-County Health Department's (TCHD) work breakdown structure (WBS) for the Adams County Household Chemical Roundup (HCR) Program for 2014. The work elements (WE) and sub-elements of this WBS include scope of the Program to meet the objectives set forth in the Agreement(s) among the HCR Program participants.

WORK BREAKDOWN STRUCTURE

For the purposes of coordinating a one year Household Chemical Roundup Program, TCHD proposes the following WBS for 2014 in which TCHD will manage and coordinate the HCR Program for participating organizations within Adams County:

WE .10 PROGRAM MANAGEMENT

- WE .11 Resource Agency for Residents and Staff
- WE .12 Implementation of HCR collection events
- WE .13 Selection and Management of Solid and Hazardous Waste Contractors
- WE .14 Program Reports and Evaluation
- WE .15 Financial Management and Reporting
- WE .16 Staff Training and Development

WE .20 EVENT PLANNING OPERATIONS

- WE .21 Event Forms
- WE .22 Marketing Coordination
- WE .23 Volunteer Management
- WE .24 Emergency Personnel Coordination
- WE .25 Resource Coordination
- WE .26 Vendor Coordination

WE .30 MEETINGS

- WE .31 Program Development and Contracts
- WE .32 Contractor Coordination
- WE .33 Pre-Event Planning and Logistics
- WE .34 Post-Event
- WE .35 Program Evaluation and Recommendations

WE .40 EVENT OPERATIONS

- WE .41 Program Coordinator
- WE .42 Site Manager
- WE .43 Staff Personnel

WE .50 OUTREACH AND EDUCATION

- WE .51 Customer Service
- WE .52 Educational Materials
- WE .53 Presentations
- WE .54 Inter-agency Coordination and Awareness

GENERAL ASSUMPTIONS

1. The period of performance for the services under this scope of work is November 1, 2013 to October 31, 2014.
2. TCHD's proposed level of effort for this program is based on two collection events during the period of performance.
3. The HCR Committee will select the event locations and dates.
4. TCHD will conduct Program activities under the guidance of the HCR Committee described in the Participation Guidelines.

Note: Best estimates for the hazardous waste contractor's handling and disposal costs, the antifreeze/waste oil contractor's recycling and disposal costs, and other projected costs of program are indicated in a separate document, Projected Budget for 2014, that is attached, but is not part of this WBS.

WE .10 PROGRAM MANAGEMENT

This work element includes a description of TCHD's labor activities to administer the HCR program.

- WE .11 TCHD will act as the primary resource agency for staff and residents of participating jurisdictions regarding Household Chemical Waste. This will include providing information about HCR prevention, proper disposal, and regulatory issues pertinent to HCR.
- WE .12 TCHD will plan and implement two household chemical roundup collection events in 2014. Specific activities related to this are elaborated below.
- WE .13 TCHD will manage contractors for hazardous and solid waste management services for the Program at collection events, identifying cost effective waste management options, reviewing the Contractors' invoices and paying the Contractors.
- WE .14 TCHD will prepare a report after each event and an annual Program report. The event reports will include Program statistics such as total number of participants and/or households by jurisdiction, quantities of materials collected, detailed Program costs and cost per participant. The final report will include statistics from all events, annual unit and summary costs, Program evaluation and recommendations and other information as determined by the HCR Committee. If requested, TCHD will assist HCR Committee members in presenting to management 2014 Program results and recommendations for the future of the Program.
- WE .15 TCHD will track all revenues and expenses associated with the implementation of the HCR program and provide accurate and timely financial reporting to committee members upon request.

WE .16 TCHD will be responsible for ensuring that staff has adequate training and development to competently provide the services outlined in the WBS.

WE .20 EVENT PLANNING OPERATIONS

This work element includes labor, materials, and coordination efforts associated with collection event planning. Planning efforts will occur in advance of each collection event.

WE .21 TCHD will prepare, revise and produce standardized Event Forms that will be used to collect participant information such as types of HCR materials disposed, length of time stored, participant demographics, etc. Forms include a Participant Registration Form, Volunteer Registration and Release Form(s), Drop N' Swap Disclaimer Form, and an Event Evaluation Form. These materials will be utilized for each of the CY2014 collection events.

WE .22 TCHD will coordinate marketing efforts to assist the HCR Committee in promoting each event. Coordination includes preparing and distributing press releases, event flyers, and other event promotional materials such as posters. New market identification will be a key component to the success of these events and the future of the program. This activity includes an evaluation of collection area demographics to maximize event participation and increase countywide service. New market identification and development of marketing strategies will be a HCR Committee function.

WE .23 TCHD will provide volunteer management services to the HCR Committee. These services include:

- a) Based on the estimated size of each event, TCHD will determine volunteer manpower needs to assist in event operations.
- b) TCHD will prepare and manage a HCR volunteer database. The database will be utilized to organize and assign duties to the primary labor force for event operations. TCHD will prepare and maintain the database during the period of performance. TCHD will solicit volunteers, but will assume the HHW Committee will also provide TCHD names of volunteers through solicitations both in-house and within the community.
- c) Prior to each event, TCHD will prepare a Labor Force Assignment spreadsheet that will assign tasks to both the Contractor and Volunteer workforce.
- d) TCHD will plan for volunteer needs during each event. Volunteer needs include, for example, food, drink, personal protective equipment (PPE), training, sanitary facilities, shelters, volunteer mementos, phone service, and parking. For this work element, TCHD will solicit in-kind contributions from the HCR Committee, the host site and industry leaders in the community.

- e) TCHD will develop, administer, and evaluate the results of a Volunteer Survey to find ways to improve future events.
- f) TCHD will prepare and mail Volunteer and donor/sponsor "Thank You" letters following each event.

WE .24 Each event requires participation from the local Fire Department, Hazardous Material Response Team, and possibly the Police Department for traffic control. TCHD will coordinate with these entities for collection events within this Program.

WE .25 TCHD will identify and coordinate the provision of supplies, equipment and services needed for each event. This includes but is not limited to signs, traffic control devices, tents, dumpsters, sanitary services and other equipment or services needed. TCHD will procure these items directly or coordinate with participating jurisdictions to obtain the necessary resources.

WE .26 TCHD will coordinate event vendors for the disposal and/or recycling of materials collected at the events, including household hazardous wastes, solid waste, and recyclables such as cardboard, metal, tires, batteries, used oil, and antifreeze.

WE .30 MEETINGS

Coordination between TCHD and the Committee will require numerous meetings during the year. This scope of work breaks meetings into the following categories:

- Program Development
- Contractor Coordination
- Pre-Event Planning and Logistics
- Post-Event
- Program Evaluation/Recommendation

WE .31 TCHD proposes to conduct Program Development meetings to address finalizing contractual agreements with Program sponsors, finalization of the program budget, selection of the number of events and event locations, development of marketing strategies, identification of new "markets" or target populations and the selection of the HCR disposal contractor.

WE .32 TCHD will conduct a meeting with the contractor(s) to assure 2014 program scope, dates and operational expectations are clear and renew / extend the contract.

WE .33 TCHD assumes that each event will require one Pre-Event Planning and Logistics Meeting. A sample agenda may include site layouts, traffic flow patterns, contractor responsibilities, volunteer staffing and training, outside agency support (Police/Fire/Hazmat), PPE, site safety, and resource identification.

- WE .34 One Post Event Meeting will be held after each event to summarize survey data, contractor's preliminary tabulation of materials collected, donations, expenditures, etc.
- WE .35 An Evaluation/Recommendation Meeting will be held to evaluate the overall CY 2014 Program, to outline the Final Report and to identify recommendations to incorporate into the planning of the Program for CY 2015.

WE .40 EVENT OPERATIONS

This work element includes scope for TCHD to coordinate event operations on the day of each collection event. In-kind services provided by the HCR Committee members or TCHD are also identified in this work element.

- WE .41 TCHD's Program Coordinator will oversee and manage each collection event. This includes coordination with and management of the contractors during set up, on event day and during break down, which may extend beyond the day of the event. The Coordinator will act as the co-manager of site safety along with the hazardous waste disposal contractor. At the end of the event, the Coordinator will collect all participant surveys, donations and volunteer waivers and document preliminary participation results for each event.
- WE .42 TCHD will provide a Site Manager for each collection site. Duties will include volunteer training, involvement in planning activities, oversight of volunteer assignments and workforce adjustments, management of donations, site layout, signage, documentation of event activities, and making waste refusal decisions with the Program Coordinator. The Site Manager will act as the co-manager of site safety if the Program Coordinator is not on-site. Post event activities will include event critique and Program recommendations.
- WE .43 Other than TCHD and Contractor labor, it is assumed that all other labor for event operations will be in-kind, provided by HCR Committee members' jurisdictions or volunteers.

WE .50 OUTREACH AND EDUCATION

- WE .51 TCHD will provide information to residents of participating jurisdictions about HCR issues, including suggestions for proper disposal. TCHD will act as the lead referral agency for resident inquiries by telephone, the Internet, or written request.
- WE .52 TCHD will coordinate the revision, printing and distribution of educational materials to encourage Pollution Prevention and proper management of household chemicals. It is anticipated that other Program sponsors will provide in-kind services to assist TCHD in the distribution of educational materials.
- WE .53 TCHD will provide presentations on HCR and related issues upon request to interested groups, such as homeowner's associations, citizen advisory committees, etc.

WE .54 TCHD will coordinate with other agencies within participating jurisdictions to increase awareness of HCR issues and resources available to them through this Program.